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Attorneys for Defendant
Workforce Stabilization Plan of
Phillips Petroleum Company

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

BLAINE FLINDERS and DAVID
BROWN, on behalf of themselves and
others similarly situated,

Plaintiffs,

v.

WORKFORCE STABILIZATION PLAN
OF PHILLIPS PETROLEUM COMPANY
and JOSEPH HIGH,

Defendants.

CLASS ACTION

**MOTION TO SEAL THE FOLLOWING
PLEADINGS:**

**MEMORANDUM IN SUPPORT OF
CLASS COUNSEL'S MOTION FOR
APPROVAL OF SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, AND**

**SUPPLEMENTAL DECLARATION OF
SCOTT A. HAGEN**

Case No. 2:04 CV 00541

Judge Dale A. Kimball

Defendant Workforce Stabilization Plan of Phillips Petroleum Company (the "Plan")
respectfully requests that the Court immediately seal the following pleadings: Class Counsel's
Memorandum in Support of Motion for Approval of Settlement Agreement and Award of

Attorney's Fees and Costs (the "Memorandum"), and the Supplemental Declaration of Scott A. Hagen (the "Declaration") filed in support of the Memorandum. This motion is based on the following:

1. Plaintiffs have reached a proposed settlement with the Plan with respect to their claims for benefits under the Workforce Stabilization Plan, plus interest and attorneys' fees.

2. On December 3, 2007, class counsel filed the Memorandum, asking this Court to approve the parties' settlement agreement (the "Agreement"). Class counsel simultaneously filed a stipulation by the parties that the proposed Agreement and related exhibits be sealed by the court.

3. In class counsel's Memorandum and Declaration, class counsel disclosed many or most of the material terms of the Agreement (which Agreement it previously moved to seal).

4. At this time, the Agreement is merely proposed, and therefore is in need of protection. Moreover, if the Memorandum and Declaration are not sealed, the Plan's right to keep the document confidential will be violated and the Agreement's confidentiality provisions may be stripped of all meaning.

Therefore, for the same reasons which motivated the parties to stipulate to the sealing of the Agreement and its exhibits (*i.e.*, the privacy of the parties), the Plan respectfully requests that this Court also seal class counsel's Memorandum and Declaration.

DATED: December 4, 2007.

STOEL RIVES LLP
/s/Justin B. Palmer
Matthew M. Durham
Justin B. Palmer
Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 4th day of December 2007, I electronically filed the foregoing MOTION TO SEAL with the Clerk of Court using the CM/ECF system which sent notification of such filing to the following:

Scott A. Hagen
Ray Quinney & Nebeker
36 South State Street, Suite 1400
P.O. Box 45385
Salt Lake City, Utah 84145-0385

A copy was also mailed to:

Scott A. Hagen
Ray Quinney & Nebeker
36 South State Street, Suite 1400
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/s/Justin B. Palmer